

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ESMERALDA LIZBETH MENDEZ
LOZANO, LILIAN CABRERA, ANA ROSA
MENDOZA, ALICIA FERNANDEZ, DULCE
NIETO, ROSA HERNANDEZ, NATHANIEL
WILLIAMS individually, and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

vs.

CORNERSTONE BUILDING BRANDS,
INC.; PLY GEM PACIFIC WINDOWS
CORPORATION; SIMONTON WINDOWS &
DOORS INC.; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2:21-cv-01017-TLN-JDP

**FINAL APPROVAL ORDER AND
JUDGMENT**

1 This matter is before the Court on Plaintiffs Esmeralda Lizbeth Mendez Lozano, Lilian
2 Cabrera, Ana Rosa Mendoza, Alicia Fernandez, Dulce Nieto, Rosa Hernandez, and Nathaniel
3 Williams (collectively, “Plaintiffs”) Motion for Final Approval of Class Action Settlement
4 (“Motion for Final Approval”).

5 On October 8, 2024, the Court entered an Order Granting Preliminary Approval of Class
6 Action Settlement (Docket No. 64) (“Preliminary Approval Order”), and thereby preliminarily
7 approved the settlement of the above-entitled action (“Action”) in accordance with the Joint
8 Stipulation Re Settlement of Class Action (“Agreement” or “Settlement Agreement”) entered
9 into by and between Plaintiffs and Defendants Cornerstone Building Brands, Inc., Ply Gem
10 Pacific Windows Corporation, and Simonton Windows & Doors, Inc. (collectively,
11 “Defendants”), which, together with the exhibits annexed thereto set forth the terms and
12 conditions for settlement of the Action (“Settlement”).

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. With respect to the Class and for purposes of approving this Settlement only, this
21 Court finds that: (a) the members of the Class are ascertainable and so numerous that joinder of
22 all members is impracticable; (b) there are questions of law or fact common to the Class, and
23 there is a well-defined community of interest among members of the Class with respect to the
24 subject matter of the Action; (c) the claims of Plaintiffs are typical of the claims of the members
25 of the Class; (d) a class action is superior to other available methods for an efficient
26 adjudication of this controversy; and (e) the counsel of record for Plaintiffs, Lawyers *for* Justice,
27 PC and Blumenthal Nordrehaug Bhowmik De Blouw LLP, are qualified to serve as counsel for
28 the Class. The Class is hereby defined to include:

1 All current and former California non-exempt hourly employees of
2 Defendants who worked at any time during the period from April 12, 2017
through January 11, 2023.

3 4. The Court confirms Lawyers *for* Justice, PC and Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP as counsel for the Class (“Class Counsel”), and Plaintiffs Esmeralda
5 Lizbeth Mendez Lozano, Lilian Cabrera, Ana Rosa Mendoza, Alicia Fernandez, Dulce Nieto,
6 Rosa Hernandez, and Nathaniel Williams as representatives of the Class (“Class
7 Representatives”).

8 5. The Notice to Class Members Re: Pendency of a Class Action and Notice of
9 Hearing on Proposed Settlement (“Class Notice”) that was provided to the Class Members, fully
10 and accurately informed the Class Members of all material elements of the Settlement and of
11 their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the
12 Settlement; was the best notice practicable under the circumstances; was valid, due, and
13 sufficient notice to all Class Members; and complied fully with the laws of the State of
14 California, the United States Constitution, due process and other applicable law. The Class
15 Notice fairly and adequately described the Settlement and provided Class Members with
16 adequate instructions and a variety of means to obtain additional information.

17 6. The Court hereby grants final approval to the Settlement and finds that it is
18 reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the
19 Court finds that the Settlement was reached following meaningful discovery and investigation
20 conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial,
21 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
22 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
23 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
24 expense, and complexity of the claims presented; the likely duration of further litigation; the
25 amount offered in the Settlement; the extent of investigation and discovery completed; and the
26 experience and views of Class Counsel. The Court has further considered the absence of any
27 objections to and requests for exclusion from the Settlement submitted by Class Members.
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1 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
2 Settlement Agreement and the following terms and conditions.

3 7. The Court finds that a full opportunity has been afforded to Class Members to
4 make objections to the Settlement and a full opportunity has been afforded to Class Members to
5 participate in the Final Approval Hearing. All Class Members and other persons wishing to be
6 heard have been heard. The Court also finds that Class Members also have had a full and fair
7 opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that
8 all Class Members who did not submit a timely and valid Request for Exclusion to the
9 Settlement Administrator (“Settlement Class Members”) are bound by this Final Approval
10 Order and Judgment.

11 8. The Court finds that payment of Administration Costs in the amount of
12 \$20,000.00 is appropriate for the services performed and costs incurred and to be incurred for
13 the notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Apex Class Action, LLC, shall issue payment to itself in the amount of
15 \$20,000.00, in accordance with the Settlement Agreement.

16 9. The Court finds that the allocations of \$100,000.00 toward penalties under the
17 Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Settlement
18 Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement
19 Administrator shall distribute the PAGA Settlement Amount as follows: the amount of
20 \$75,000.00 to the California Labor and Workforce Development Agency, and the amount of
21 \$25,000.00 to be distributed to Class Members who were employed by Defendants in California
22 as hourly non-exempt employees during the period from April 5, 2020 through October 8, 2024
23 (“PAGA Group Members”) on a *pro rata* basis based on their Workweeks during the period
24 from April 5, 2020 through January 11, 2023, according to the terms set forth in the Settlement
25 Agreement.

26 10. The Court hereby enters Judgment by which, upon the Effective Date and
27 Defendants’ full funding of the Gross Settlement Amount, Settlement Class Members shall be
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1 conclusively determined to have given a release of any and all Released Class Claims against
2 the Released Parties, as set forth in the Settlement Agreement and Class Notice.

3 11. The Court hereby enters Judgment by which, upon the Effective Date and
4 Defendants' full funding of the Gross Settlement Amount, PAGA Group Members shall be
5 conclusively determined to have given a release of any and all Released PAGA Claims against
6 the Released Parties, as set forth in the Settlement Agreement and Class Notice.

7 12. It is hereby ordered that Defendant shall fund the Gross Settlement Amount
8 pursuant to the Settlement Administrator's wire instructions within fifteen (15) business days
9 following the Effective Date, in accordance with the Settlement Agreement.

10 13. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA
12 Group Members within thirty (30) business days after the Effective Date, according to the
13 methodology and terms set forth in the Settlement Agreement.

14 14. It is hereby ordered that any and all Individual Settlement Payment checks issued
15 to Class Members that are not cashed, deposited, or otherwise negotiated within one hundred
16 eighty (180) calendar days from the date of their mailing will be cancelled and the funds associated
17 with such cancelled checks will be transmitted to the *cy pres*, Legal Aid at Work, a non-profit
18 organization, according to the methodology and terms set forth in the Settlement Agreement.

19 15. After entry of this Final Approval Order and Judgment, the Court shall retain
20 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this
21 Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
23 with the distribution of settlement benefits.

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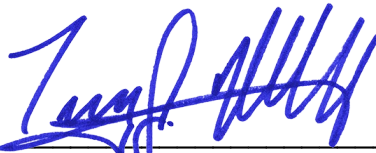
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1 16. Individualized notice of this Final Approval Order and Judgment is not required
2 to be provided to Class Members. A copy of this Final Approval Order and Judgment shall be
3 posted on the Settlement Administrator's website, which is accessible to Class Members, for a
4 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
5 and Judgment.

6 **IT IS SO ORDERED.**

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8 DATED: May 2, 2025

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TROY L. NUNLEY
CHIEF UNITED STATES DISTRICT JUDGE
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